IN THE HIGH COURT OF JUDICATURE, ANDHRA PRADESH
AT HYDERABAD

(Special Original Jurisdiction)

THURSDAY, THE THIRTY FIRST DAY OF MARCH
TWO THOUSAND AND FIVE

PRESENT

THE HON'BLE MR JUSTICE D.S.R.VARMA

WRIT PETITION NO : 7009 of 2005

Between:

B.Mark, s/o Samuel,
Peddapasupula Village, Peddamudiam Mandal,

Kadapa District.

..... PETITIONER

AND

1 The Joint Collector and Ex.Officio Executive Director,

Kadapa District.
2 District Manager, A.P.State Civil Supplies Corporation Limited,

Kadapa District.
3 Mandal Revenue Officer, Proddutur Mandal, Kadapa District.

..... RESPONDENTS

Petition under Article 226 of the Constitution of India praying that in the circumstances stated in the Affidavit filed herein the High Court may be pleased to issue a writ order or direction more particularly one in the nature of writ of mandamus declaring the orders passed by the 1st respondent in Progs.No.M2/stage-II/5(2)/2004-2005 dt.25-2-2005 for not extending the contract period beyond 31-3-2005 under clause 3(b), of the agreement as illegal, arbitrary and contrary to law and further direct the respondents to restore the Stage-II contract for the transport for Essential Commodities.

Counsel for the Petitioner: MR.VINAY KAMISETTY

Counsel for the Respondents1 and 3: G.P. FOR CIVIL SUPPLIES

Counsel for the Respondent No.2: Sri D.Linga Rao,

S.C. for APSCSC

The Court at the stage of admission made the following

THE HONOURABLE SRI JUSTICE D.S.R.VARMA

W.P.No.7009 of 2005

ORAL ORDER:

Heard both sides.

2. The petitioner is aggrieved by the action of the first respondent-Joint Collector and ex-officio Executive Director, Kadapa District, in not extending the contract period for stage-II beyond 31-03-2005.

3. The facts, which are not in dispute, are that the petitioner is a beneficiary for stage-II transportation for Proddatur Mandal under SC/ST/CMEY scheme. Originally, it was a contract valid upto 31-03-2004 only. The same was extended for a further period of one year i.e., upto
31-03-2005.

4. Now, the respondents informed the petitioner that there would not be any further extension upon the expiration of the contract.

5. There is no vested right for the petitioner to have the contract at all. However, as per the scheme, he got the benefit and was engaged as a contractor at stage-II transportation. The same was extended for a further period of one year, which would expire on 31-03-2005. Now, the grievance of the petitioner is that the contract period should have been extended further. As pointed out already, there is absolutely no right to the petitioner to have the period of contract extended. It is only a specific scheme under which the petitioner got the benefit, which was originally only upto the end of 31-03-2004 and was extended for a further period of one year, which is going to be expired

by 31-03-2005.

6. For the afore-mentioned reasons, I do not find any merit in the writ petition and the same is liable to be dismissed.

7. Accordingly, the writ petition is dismissed, at the stage of admission. No costs.

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D.S.R. VARMA, J

31ST MARCH 2005

ISN

To

1 The Joint Collector and Ex-Officio Executive Director,

Kadapa District.

2 The District Manager, A.P. State Civil Supplies Corporation

Limited, Kadapa District.

3 The Mandal Revenue Officer, Proddutur Mandal,

Kadapa District.

4 Two CCs to G.P. for Civil Supplies, High Court Buildings, Hyderabad (OUT).

5 Two CD copies